

01/04/2000

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397363



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C T CORPORATION SYSTEM

Requestor's Name
660 East Jefferson Street

Address
Tallahassee, FL 32301 (850)222-1092
City State Zip Phone

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CORPORATION(S) NAME

Crystal Exploration and Production Company
merging into: Crystal Exploration and Production L.L.C.

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| <input type="checkbox"/> NonProfit | <input type="checkbox"/> Dissolution/Withdrawal | |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Annual Report | |
| <input type="checkbox"/> Foreign | <input type="checkbox"/> Reservation | |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Photo Copies | <input type="checkbox"/> Other |
| <input type="checkbox"/> Reinstatement | | <input type="checkbox"/> Change of A.A. |
| <input type="checkbox"/> Limited Liability Partnership | | <input type="checkbox"/> Fictitious Name |
| <input type="checkbox"/> Certified Copy | | <input type="checkbox"/> CUS |
| <input type="checkbox"/> Call When Ready | <input type="checkbox"/> Call if Problem | <input type="checkbox"/> After 4:30 |
| <input checked="" type="checkbox"/> Walk In | <input type="checkbox"/> Will Wait | <input checked="" type="checkbox"/> Pick Up |
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12/30

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**ARTICLES OF MERGER
Merger Sheet**

MERGING:

**CRYSTAL EXPLORATION AND PRODUCTION COMPANY, a Florida
corporation 397363**

INTO

**CRYSTAL EXPLORATION AND PRODUCTION LLC., corporation not
qualified in Florida.**

File date: December 30, 1999, effective January 4, 2000

Corporate Specialist: Lee Rivers

ARTICLES OF MERGER

Merging

CRYSTAL EXPLORATION AND PRODUCTION COMPANY
a Florida corporation,

Into

CRYSTAL EXPLORATION AND PRODUCTION L.L.C.
a Delaware limited liability company

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act (the "FBCA"), the undersigned limited liability company submits the following Articles of Merger for the purpose of effecting a merger under the FBCA.

1. The name and state of incorporation or organization of each of the constituent entities are as follows:

	<u>Name of Entity</u>	<u>State of Incorporation or Organization</u>
397363	Crystal Exploration and Production Company	Florida
Survivor	Crystal Exploration and Production, L.L.C.	Delaware

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- The laws of the state under which such foreign entity is organized permits such merger.
- An Agreement and Plan of Merger (the "Merger Agreement") has been approved, adopted, certified, executed and acknowledged by each of the constituent entities in accordance with Section 18-209 of the DLLCA and Section 607.1101 of the Florida Business Corporation Act.
- The Plan of Merger is as attached Exhibit A.
- The certificate of formation of the surviving entity shall be its certificate of formation.
- The executed Merger Agreement is on file at the principal place of business of the surviving limited liability company, located at 229 Milam, Shreveport, Louisiana 71101.
- A copy of the Merger Agreement will be furnished by the surviving limited liability company, on request and without cost, to any stockholder of any constituent entity.

EFFECTIVE DATE

1/4/2000

8. The merger shall become effective at 5:00 p.m., Eastern Standard Time, on January 4, 2000.

Dated as of the 27th day of December, 1999. •

CRYSTAL EXPLORATION AND
PRODUCTION, L.L.C.

By: 

Name: J.A. Ballew

Title: Vice President, Treasurer and Secretary

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") dated December 29, 1999, is made and entered into pursuant to Section 92A.100 of the Florida General Corporation Law (the "FBCA") and Section 18-209 of the Delaware Limited Liability Company Act (the "DLLCA"), by and among Crystal Exploration and Production Company, a Florida corporation (the "Company" or the "Merged Corporation"), and Crystal Exploration and Production, L.L.C., a Delaware limited liability company (the "Survivor", and together with the Merged Corporation, collectively, the "Constituent Entities").

WITNESSETH:

WHEREAS, the Company is a corporation duly organized and existing under the laws of the State of Florida, having been incorporated on September 25, 1997 and having an authorized capital stock of 1,000 shares of common stock, \$1.00 par value, all of which shares are issued and outstanding;

WHEREAS, the Survivor is a limited liability company duly organized and existing under the laws of the State of Delaware, having been formed on December 29, 1999 and having Crystal Gas Storage, Inc. as its sole member (the "Sole Member"); and

WHEREAS, the Board of Directors of the Merged Corporation and the Sole Member of the Survivor deem it advisable and in the best interests of all entities that the Merged Corporation be merged with and into the Survivor in a transaction qualifying as a reorganization within the meaning of section 368(a) of the Internal Revenue Code of 1986, as amended, as authorized by the FBCA and the DLLCA under and pursuant to the terms and conditions set forth herein, and the Board of Directors of the Merged Corporation and the Sole Member of the Survivor have duly approved this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of setting forth the terms and conditions of this merger, the mode of carrying the same into effect and such other details and provisions as are deemed necessary or desirable, the parties hereto have agreed and do hereby agree, subject to the approval or adoption of this Agreement by the requisite vote of the holders of the shares of the Constituent Entities, and subject to the conditions set forth herein, as follows:

ARTICLE I

Merger and Name of Survivor

At the Effective Time of the Merger (as hereinafter defined), the Merged Corporation shall be merged with and into the Survivor, which shall not be a new limited liability company, which shall continue its existence as a Delaware limited liability company to be governed by the laws of the State of Delaware, which shall continue its corporate existence under the name of "Crystal Exploration and Production, L.L.C.", and which shall maintain a registered office in the State of Delaware at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801-1196.

ARTICLE II
Terms and Conditions of Merger

The terms and conditions of the merger are (in addition to those set forth elsewhere in this Agreement) as follows:

(a) At the Effective Time of the Merger:

(1) The Constituent Entities shall be a single limited liability company, which shall be the Survivor.

(2) The separate existence of the Merged Corporation shall cease.

(3) The Survivor shall thereupon and thereafter possess all of the rights, privileges, powers and franchises as well of a public as of a private nature, and be subject to all the restrictions, disabilities and duties of each Constituent Entity; and all and singular, the rights, privileges, powers and franchises of each Constituent Entity, and all property, real, personal and mixed, and all debts due to each Constituent Entity on whatever account, as well for stock subscriptions as all other things in action or belonging to each Constituent Entity shall be vested in the Survivor; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Survivor as they were of the respective Constituent Entities, and the title to any real estate vested by deed or otherwise in each Constituent Entity shall not revert or be in any way impaired by reason of the merger; but all rights of creditors and all liens upon any property of each Constituent Entity shall be preserved unimpaired, and all debts, liabilities and duties (including duties to any dissenting shareholder of each Constituent Entities) of the respective Constituent Entities shall thenceforth attach to the Survivor and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Survivor. Specifically, but not by way of limitation, any action or proceeding whether civil, criminal or administrative, pending by or against each Constituent Entity shall be prosecuted as if the merger had not taken place, or the Survivor may be substituted in such action or proceeding.

(4) All corporate acts, plans, policies, contracts, approvals and authorizations of the Merged Corporation and its shareholders, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents, which were valid and effective immediately prior to the Effective Time of the Merger shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Survivor and shall be as effective and binding thereon as the same were with respect to the Survivor. The employees of the Merged Corporation shall become the employees of the Survivor and continue to be entitled to the same rights and benefits which they enjoyed as employees of the Merged Corporation.

(5) The assets, liabilities, reserves and accounts of each Constituent Entity shall be recorded on the books of the Survivor at the amounts at which they,

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respectively, shall then be carried on the books of such Constituent Entity subject to such adjustments or eliminations of intercompany items as may be appropriate in giving effect to the Merger.

(b) The officers of the Survivor immediately prior to the Effective Time of the Merger shall continue to be the officers of the Survivor after the Effective Time of the Merger to serve in accordance with the by-laws of the Survivor until their respective successors shall have been duly elected and qualified.

ARTICLE III

Capitalization and Conversion of Shares

The membership interests of the Survivor shall be as set forth in the Survivor's Limited Liability Company Agreement.

The manner and basis of converting the shares of the Merged Corporation and the mode of carrying the Merger into effect shall be that, as of the Effective Time of the Merger, (1) each of the issued and outstanding shares of the Merged Corporation shall be canceled for no consideration and (2) the membership interests of Crystal Gas Storage, Inc., as the Sole Member of the Survivor, shall continue in full force and effect.

All certificates for shares of the Merged Corporation shall be canceled as of the Effective Time of the Merger.

ARTICLE IV

Certificate of Formation and Limited Liability Company Agreement

Each of the Certificate of Formation and the Limited Liability Company Agreement of the Survivor as existing and constituted immediately prior to the Effective Time of the Merger shall, at the Effective Time of the Merger, continue as the Certificate of Formation and Limited Liability Company Agreement of the Survivor until amended in the manner provided by law.

ARTICLE V

Other Provisions with Respect to Merger

(a) This Agreement shall be submitted to the holders of the shares of the Constituent Entities as provided by the FBCA and the DLLCA. After the approval or adoption thereof by the holders of the shares of the Constituent Entities in accordance with the requirements of the FBCA and the DLLCA, all required documents shall be executed, filed and recorded and all required acts shall be done in order to accomplish the merger under the provisions of the FBCA and the DLLCA.

(b) This Agreement may be terminated at any time prior to the Effective Time of the Merger, whether before or after action thereon by the holders of the shares of the Merged Corporation, by mutual consent of the Constituent Entities, expressed by action of the Board of Directors of the Merged Corporation and the Sole Member of the Survivor.

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(c) Each Constituent Entity shall bear and pay all costs and expenses incurred by it or on its behalf (including, without limitation, fees and expenses of financial consultants, accountants and counsel) in connection with the consummation of the Merger.

(d) The Survivor, from and after the Effective Time of the Merger, agrees that it may be sued and served with process in the States of Florida and Delaware in any proceeding for the enforcement of any obligation of the Merged Corporation.

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ARTICLE VI
Approval and Effective Time of the Merger

(a) Subject to the following actions having been taken, the Merger shall become effective at 5:00 p.m., Eastern Standard Time, on January 4, 2000 (the "Effective Time of the Merger"):

(1) this Agreement shall be adopted and approved (a) on behalf of the Constituent Entities in accordance with the FBCA and the DLLCA; and

(2) (a) Articles of Merger (with this Agreement attached as part thereof), setting forth the information required by, and executed and verified in accordance with, the FBCA, shall be filed in the office of the Secretary of State of the State of Florida and (b) a Certificate of Merger, setting forth the information required by, and executed and verified in accordance with, the DLLCA, shall be filed in the office of the Secretary of State of the State of Delaware.

(b) If at any time the Survivor shall consider or be advised that any further assignment or assurance in law or other action is necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Survivor the title to any property or rights of the Merged Corporation acquired or to be acquired by or as a result of the Merger, the proper officers and directors of the Constituent Entities shall be and they hereby are severally and fully authorized to execute and deliver such deeds, assignments and assurances in law and take such other action as may be necessary or proper in the name of the Constituent Entities to vest, perfect or confirm title to such property or rights in the Survivor and otherwise carry out the purposes of this Agreement.

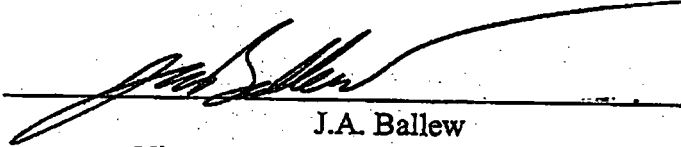
(c) For the convenience of the parties and to facilitate the filing and recording of this Agreement, any number of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original instrument.

(d) This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida, and to the extent applicable, the DLLCA.

(e) This Agreement cannot be altered or amended except pursuant to an instrument in writing signed on behalf of all of the parties hereto.

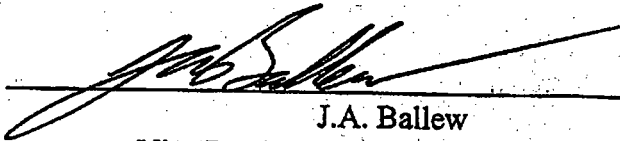
IN WITNESS WHEREOF, this Agreement is executed by the Constituent Entities as of the date first written above.

CRYSTAL EXPLORATION AND PRODUCTION COMPANY,
a Florida corporation



J.A. Ballew
Vice President, Treasurer and Secretary

CRYSTAL EXPLORATION AND PRODUCTION, L.L.C.,
a Delaware limited liability company



J.A. Ballew
Vice President, Treasurer and Secretary

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